

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **Date of Decision: 09.03.2015**

% **CRL.L.P. 382/2014**

SAJ PROPERTIES PVT LTD

..... Petitioner

Through: Mr. Nikhilesh Krishnan, Advocate

versus

VIRENDER DAGAR

..... Respondent

Through: Mr. Puneet Mittal, Advocate

**CORAM:
HON'BLE MR. JUSTICE VIPIN SANGHI**

VIPIN SANGHI, J. (OPEN COURT)

1. This petition has been preferred to seek leave to appeal under Section 378 (3) of the Code of Criminal Procedure (Cr PC) against the judgment dated 04.07.2013 passed by the learned Metropolitan Magistrate, Dwarka Courts, Delhi in CC No.3365/2012 by the petitioner under Section 138 of the Negotiable Instruments Act (the Act) titled Saj Properties Pvt. Ltd. v. Virender Dagar. By the impugned judgment, the learned MM has acquitted the respondent/accused of the alleged offence.

2. The case of the petitioner/complainant was that the respondent/accused had issued the cheque dated 30.10.2009 for a sum of

Rs.12 lacs drawn on Bank of Baroda, Smalka Branch, Delhi in favour of the complainant towards discharge of his legally payable debt to the complainant. The petitioner claimed that in order to recover the legally recoverable dues, the complainant presented the cheque in question on the instructions of the accused with the respondents banker within the statutory period. However, the cheque was returned unpaid on the ground of stop payment instructions vide returning memo dated 23.04.2010. A legal demand notice was issued on 20.05.2010. Despite receipt of the same, the accused did not make payment. Consequently, the said complaint was preferred by the complainant.

3. Upon being summoned, the accused entered appearance on 18.09.2010, whereafter notice was framed upon the accused on 18.08.2011. The accused pleaded 'not guilty' and claimed trial. The AR of the complainant Sh. Manoj Aggarwal entered into the witness box as CW-1. He exhibited several documents in his deposition. He was cross examined by the accused and was confronted with Ex. CW1/X1 i.e. the reply dated 07.06.2010 given by the accused to the legal demand notice of the complainant.

4. The statement of the accused under Section 313 Cr PC was recorded on 01.12.2012, wherein the accused expressed his desire to lead defence evidence. The accused examined himself under Section 315 Cr PC as DW-1. The defence of the accused was that he met Mr. Manoj Aggarwal of the petitioner company through one Sh. Kushalappa in the month of September 2009, who apprised him about some property of the complainant company in village Sahalpur and enquired if the accused was interested in purchasing

the same. DW-1 deposed that some talks qua the same commenced with Manoj Aggarwal, and after negotiations, an agreement was arrived at. A written agreement was also got typed through a counsel. However, at the last moment, the complainant refused to execute the same. The complainant agreed to get the NOC from the concerned department in respect of the property while asking the accused to give a signed blank cheque of Rs.12 lacs. The accused claimed that the cheque in question was, accordingly, given to Manoj Aggarwal to book the deal.

5. He further deposed that Manoj Aggarwal applied for NOC with the concerned department and got the same. DW-1 stated that the entire deal was concluded in the office of the advocate of the complainant, Sh. Ratan Kumar Singh. The conveyance deed for transfer of title was signed by the parties, i.e. the accused and Mr. Bithhal Dass Parwal, in the office of the advocate of the complainant company. On 26.10.2009, the parties reached the office of the Sub Registrar, Kapasehera for registration of the title documents. Sh.Bithhal Das, the director of the complainant, executed a special power of attorney on behalf of the complainant company, in favour of the accused, in respect of the land situated at village Salahpur, Delhi.

6. DW-1 deposed that an amount of Rs.1,72,26,000/- had been paid to the complainant by way of cheque drawn on ING Vysya Bank issued from the joint account of the accused and his wife. He further stated that he demanded the return of the cheque of Rs.12 lacs given at the time booking of the deal from Manoj Aggarwal on 26.10.2009, but he replied that the cheque in question is lying at the main office of the complainant at Jaipur and that they will hand over the same later on. DW-1 deposed that he called

Mr. Aggarwal and Mr. Bitthal telephonically, and demanded the cheque of Rs.12 lacs, but they replied that whenever they visit Delhi, they would hand over the same to the accused.

7. DW-1 further stated that after making full payment of the sale consideration to the complainant company, nothing was due to be paid and, thus, he requested his bank, i.e. Bank of Baroda to stop the payment of the cheque of Rs.12 lacs. He claimed that after about 15-20 days from 26.10.2009, he visited Jaipur and called Mr. Bitthal and Mr. Aggarwal and demanded the cheque of Rs.12 lacs, but these persons assured the accused that he should not worry about the cheque and that due to a holiday being observed in the office, the cheque could not be returned. He further stated that during the mutation proceedings, notice was issued to the complainant by the Revenue Department, but none appeared in response to the said notice, nor any objection was raised. The certified copy of the mutation proceedings along with the notice was exhibited as Ex. DW-1/1 Colly.

8. He further stated that he responded to the legal notice by stating that the cheque in question was without consideration. He also denied that a friendly loan had been taken by the accused. He further deposed that he had meetings with the complainant only in relation to the property, and he had no other transaction with the complainant. DW-1 stated that he had met Mr. Bitthal only twice and he had no other transaction with him, nor he knew him prior to the transaction in question. The cheque in question was given as a security cheque, and had been misused by the complainant. The accused also exhibited bank statement of Bank of Baroda and ING Vysya Bank as Ex. DW1/X and DW1/Y respectively.

9. The learned MM acquitted the accused by giving the following reasoning in the impugned judgment:

“24. A perusal of the complaint and affidavit of complainant Ex. CW1/A reveals that complainant has nowhere stated the liability against which the cheque in question was issued by the accused. Complainant simply states that the cheque in question was issued towards discharge of liability. However, what was that liability towards which accused had issued cheque in question has not been stated by the complainant. The complaint as well as affidavit of CW1 is completely silent on the aforesaid aspect. It is only in the legal notice Ex. CW1/9 that a slight reference has been made to some friendly loan taken by the accused. However, even the legal notice Ex. CW1/9 fails to disclose the details of the loan viz. the date when the loan was taken, the purpose for which the loan was taken and the tenure of the loan etc. As on record, there is no document which can show that accused had taken any loan from the complainant. CW1 has also failed in his deposition to establish any liability of the accused qua the cheque in question. Relevant extract of cross-examination of CW1 recorded on 07.11.2012 is reproduced verbatim as under:-

“I know the contents of the complaint and documents. It is correct that the complaint does not mention the purpose for which cheque in question was issued by the accused in the name of the complainant. It is also correct that the complaint does not state the purpose and details for which Rs. 12 lac as reflected in cheque in question was given to the accused.... xxxxxxxxx

It is correct that I have not filed any document on record on behalf of complainant to show that an amount of Rs. 12 lac has been given to the accused by the complainant company. It is correct that I have not filed any document on record to show that accused was under liability to pay Rs. 12 lac to the complainant on 30.10.2009. vol. I have a

audited balance sheet to show the liability of the accused and the cheque on record also shows the same. I had no conversation with the accused after January, 2010.”

25. *From the deposition of CW1 it is clear that the complainant does not have any document in its possession which can establish liability of the accused to the tune of Rs. 12 lakhs towards the complainant. Though, CW1 has deposed about one audited balance sheet in his cross-examination but the same has not been produced on record by the complainant for reasons best known to them.*

26. *Moreover, as per CW1, the cheque in question was given by the accused to him on 26.10.2009. Now, CW1 has also deposed that accused had paid a sum of Rs. 1,72,26,000/- to the complainant qua the property transaction through cheque dated 23.10.2009 which was encashed on 04.11.2009. The fact that accused had made a payment of Rs. 1,72,26,000/- to the complainant during the same period when it is alleged that he had taken a loan from the complainant shows that accused was having a sound financial position. Thus, it is highly improbable that having such a sound financial capacity to pay a sum running in crores to the complainant, accused would take a loan of Rs. 12 lac only from the complainant, which if compared with the sale consideration can be said to be a meagre amount.*

27. *While complainant has failed to establish liability of accused on record, accused has established his defence to the effect that he had entered into a property transaction with the complainant qua which the cheque in question was given as security to the complainant. The fact that there was a property transaction between the parties and that accused had come in contact with the complainant qua this property transaction alone has been admitted by CW1 in his cross-examination. Further, accused has also brought on record documents Ex. DW1/1 and Mark-A to Mark-D which squarely establish the defence of the accused. The reply of the accused Ex. CW1/X1 to the legal notice of the complainant also lends credence to the defence of the accused. From the evidence brought forth on record by the*

*accused, he has been able to rebut the presumption under Section 118 (a) and Section 139 of Negotiable Instruments Act and establish that the cheque in question was issued as a security cheque in favour of the complainant. Complainant, on the other hand has failed to establish that the cheque in question was issued by the accused towards discharge of liability. It is a settled law that a security cheque does not attract the penal provisions of Section 138 of Negotiable Instruments Act (vide **M. S. Narayanan Menon v. State of Kerala and ors, 2006 SCC 39; Ravi Kumar D. v. State of Delhi** decided by Hon'ble High Court of Delhi on 01.03.2011)".*

10. The first submission of learned counsel for the petitioner is that there was a contradiction in the stand taken by the accused in the reply to the legal notice dated 07.06.2010 and the stand taken before the Court. It is submitted that in the reply to the legal notice, the accused had stated that the wife of the accused had purchased a land from the complainant situated at village Sahalpur and that the complainant received full and final consideration amount from the wife of the accused. *"At the first instance my client wants to purchase the land in question to his on name and give the cheque in question to you without date as a security and you give the assurance to my client same will be returned after the execution of sale deed, if my client fail to execute the sale deed with in time then the cheque in question will be deposited by you for encashment"*. However, the stand taken before the Court by the accused – when notice was framed against him on 18.08.2011, was that the cheque *"was handed over as taken money to book the deal in the name of my wife and an amount of Rs.1,72,26,000/- was finally paid to the complainant at the time of execution of sale deed for purchase of property situated at village Salapur, Teh. Vasant Vihar, Delhi for which the entire payment was separately made to the complainant.*

Hence, I stopped the payment on the cheque which was wrongfully presented by the complainant”.

11. I do not find any merit in this submission of learned counsel for the petitioner. There is no material inconsistency, or contradiction in the stand taken by the accused in the reply to the legal notice dated 07.06.2010 and the statement made before the Court on 18.08.2011. The essence of both the statements is that the cheque in question was given as a security, i.e. to book the deal in respect of the land agreed to be purchased from the complainant, and that the cheque was liable to be returned since the entire sale consideration in respect of the land had been paid. The cheque was only given as a security to ensure that the accused sticks to the agreement in relation to the land.

12. Learned counsel for the petitioner next submits that the sale deed was executed on 26.10.2009 and the cheque in question was issued on 30.10.2009. The same was deposited for the first time on 04.11.2009 when it was returned on account of stop payment instructions. It was thereafter re-presented during the period of its validity in April 2010. It is argued that after the execution of the sale deed on 26.10.2009, there was no reason for the accused to issue the cheque, if a loan had not been taken from the petitioner.

13. It is pertinent to note that the accused had issued the stop payment instructions on 28.10.2009, i.e. two days before the date that the cheque bears. This makes the version of the accused probable that the cheque had been given in blank – qua the date, as a security for conclusion of the sale

transaction of the aforesaid land. It is not in dispute that the petitioner received the entire sale consideration of Rs.1,72,26,000/- from the accused. Pertinently, in the complaint as well as in the pre-summoning evidence/examination-in-chief, the petitioner does not disclose as to on what account the “legally payable debt to the complainant” had arisen. It is only in the legal notice dated 20.05.2010 that the complainant claimed that the accused had taken a friendly loan of Rs.12 lacs from the complainant, and that in discharge of the said allegedly legally payable debt, the cheque in question had been issued by the accused. This stand taken in the legal notice dated 20.05.2010 was not disclosed in the complaint, or the pre-summoning evidence. In fact, a perusal of the complaint shows that the same is completely silent about the transaction entered into between the parties, whereunder the complainant sold its land to the wife of the accused for Rs.1,72,26,000/-.

14. During his cross examination CW-1 Manoj Aggarwal admitted that Sh. Bitthal, the director of the complainant company met the accused only once on 26.10.2009. He also stated that the transaction between the company and the complainant had taken place through him, i.e. between him and the accused. He admitted that he had not filed any document on behalf of the complainant to show that an amount of Rs.12 lacs has been given to the accused by the complainant company. He also admitted that he had not filed any document on record to show that the accused was under liability to pay an amount of Rs.12 lacs to the complainant on 30.10.2009. Though he stated that he has the audited balance sheet reflecting the liability of the accused, the same was not tendered in evidence.

15. Learned counsel for the petitioner submits that the learned MM rendered the impugned judgment in ignorance of the judgment of the Supreme Court in ***Rangappa v. Sri Mohan***, (2010) 11 SCC 441, wherein the Supreme Court has held that the presumption mandated by Section 139 includes a presumption that there exists a legally enforceable debt or liability. He submits that the accused had failed to rebut the said presumption by probablising a defence.

16. He has also referred to the judgment of this Court in ***V.S. Yadav v. Reena***, wherein this Court held that to rebut the presumption under Section 139 of the Act, a mere pleading that the cheque was issued as security would not be sufficient. He submits that the accused was obliged to lead independent evidence to rebut the presumption under Section 139 of the Act by leading cogent evidence with regard to circumstances in which the cheque had been issued. It was for the accused to prove that if no loan was taken, why he did not write a letter to the complainant for return of the cheque.

17. Before proceeding further, I may also take note of the fact that along with the present leave petition, the petitioner has also filed an application to seek condonation of delay of 205 days in filing the leave petition by invoking Section 5 of the Limitation Act. The explanation given by the petitioner is that the certified copy of the impugned judgment was applied for on 16.07.2013, which was prepared and supplied on 25.07.2013 and the copy was forwarded to the complainant for giving instructions. That in the second week of October 2013, the petitioner instructed the counsel to challenge the impugned judgment. The father of the counsel is a heart

patient, and had earlier undergone open heart surgery, and on 22.11.2013 he suffered a massive heart failure and multi organ failure. He was admitted in CCU on 23.11.2013 and was shifted to Medanta Heart Institute, Gurgaon on 03.12.2013. He remained in Medanta till 12.12.2013 and was discharged only on 12.12.2013. Even thereafter, the father of the counsel has been developing serious complications and required regular care. Consequently, the counsel could not prepare and finalise the leave petition. It is further stated that once the leave petition was prepared, the same was sent to the appellant at Jaipur. However, wife of the AR of the appellant Manoj Aggarwal was not well and was suffering from multiple ailments till the last week of April 2014. The aforesaid circumstances, it is stated, led to the delay in the filing of the leave petition.

18. The respondent has contested the leave petition as well as the application to seek condonation of delay. It is contended that Section 378(5) beings with the phrase “*No application under sub-section (4) for the grant of special leave to appeal from an order of acquittal shall be entertained by the High Court after the expiry of 60 days computed from the date of that order of acquittal*”. Mr. Mittal submits that the delay in filing the leave petition, which the High Court can condone is, at the most, 60 days and no more. He submits that since limitation has been prescribed in Section 378 itself, the petitioner cannot invoke Section 5 of the Limitation Act. He submits that no limitation is prescribed in the Limitation Act for preferring a leave petition.

19. At this stage itself, I may take note of the submission of the petitioner on the aforesaid aspect raised during his rejoinder. Learned counsel for the

petitioner has placed reliance on the judgment of the Supreme Court in **Mangu Ram v. Municipal Corporation of Delhi**, AIR 1976 SC 105. In this decision, the Supreme Court considered the *para materia* provision contained in Section 417 of Cr PC, 1898. By placing reliance on Section 29(2) of the Limitation Act, 1963, the Supreme Court negated the contention that the Court could not condone the delay in filing the leave petition by resort to Section 5 of the Limitation Act beyond the period of 60 days.

20. Learned counsel for the petitioner relied upon para 7 of the said judgment, which reads as follows:

“There is an important departure made by the Limitation Act, 1963 in so far as the provision contained in s. 29, sub-s. (2) is concerned Whereas under the Indian. Limitation Act, 1908 s. 29, sub-s. (2),cl. (b) provided that for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law the provisions of the Indian Limitation Act, 1908, other than these contained in ss. 4, 9 to 18 and 22, shall not apply and, therefore, the applicability of s. 5 was in clear and specific terms excluded, s. 29, sub-s. (2) of the Limitation Act, 1963 enacts in so many terms that for the purpose of determining the period of limitation prescribed for any suit, appeal or application by any special or local law the provisions contained in ss. 4 to 24, which would include s. 5, shall apply in so far as and to the extent to which they are not expressly excluded by such special or local law. Section 29, sub-s. (2), cl. (b) of the Indian Limitation Act. 1908 specifically excluded the applicability of s. 5, while s. 29, sub-s. (2) of the Limitation Act, 1963 in clear and unambiguous terms provides for the applicability of s. 5 and the ratio of the decision in Kaushalya Rani's case(1) can, therefore, have no application in cases governed by the Limitation' Act, 1963, since that decision proceeded on the hypothesis that the applicability of s. 5 was excluded by reason of s. 29(2) (b) of

the Indian Limitation Act, 1908. Since under the Limitation Act, 1963 s. 5 is specifically made applicable by s. 29. sub-s. (2), it can be availed of for the purpose of extending the period of limitation prescribed by a special or local law if the applicant can show that he had sufficient cause for not presenting the application within the period of limitation. It is only if the special or local law expressly excludes the applicability of s. 5, that it would stand displaced. There, as pointed out by this Court in Kaushalya Rani's case(1) the time limit of sixty days laid down in sub-s. (4) of s. 417 is a special law of limitation and we do not find anything in this special law which expressly excludes the applicability of s. 5. It is true that the language of sub- s. (4) of s. 417 is mandatory and compulsive, in that it provides in no uncertain terms that no application for grant of special leave to appeal from an order of acquittal shall be entertained by the High Court after the expiry of sixty days from the date of that order of acquittal. But that would be the language of every provision prescribing a period of limitation. It is because a bar against entertainment of an application beyond the period of limitation is created by a special or local law that it becomes necessary to invoke the aid of s. 5 in order that the application may be entertained despite such bar. Mere provision of period of limitation in howsoever peremptory or imperative language is not sufficient to displace the applicability of s. 5. The conclusion is, therefore, irresistible that in a case where an application for special leave to appeal from an order of acquittal is filed after the coming into force of the Limitation Act, 1963, s. 5 would be available to the applicant and if he can show that he had sufficient cause for not preferring the application within the time limit of sixty days prescribed in sub-s. (4) of s. 417, the application would not be barred and despite the expiration of the time limit of sixty days, the High Court would have the power to entertain it. The High Court, in the present case, did not, therefore, act without jurisdiction in holding that the application preferred by the Municipal Corporation of Delhi was not barred by the time limit of sixty days laid down in sub-s. (4) of s. 417 since the Municipal Corporation of Delhi had sufficient cause for not

preferring the application within such time limit. The order granting special leave was in the circumstances not an order outside the power of the High Court”.

21. To this, the submission of learned counsel for the respondent is that the Schedule of the Limitation Act under Entry No.114 prescribes the limitation period in respect of an application to seek leave to appeal from an order of acquittal under sub section (1) and (2) of Section 417 of Cr PC, 1898 as 90 days and under sub section (3) of Section 417 as 30 days. However, there is no similar entry found in the schedule to the Limitation Act qua the filing of leave petition under Section 478 Cr PC, 1973. He, therefore, submits that the said decision would have no applicability in the facts of the present case.

22. A perusal of the judgment of the Supreme Court in **Mangu Ram** (supra) would show that the foundation of the judgment of the Supreme Court is not premised on the entry contained in the schedule to the Limitation Act at serial no.114. The same is premised on a reading of Section 29(2) of the Limitation Act. The Supreme Court concluded that since there is no express exclusion of application of Section 5 of the Limitation Act qua leave petition under Section 417 of Cr PC, 1898, the said provision would be applicable to a leave petition to seek condonation of delay. Consequently, I am inclined to agree with the submission of learned counsel for the petitioner that the petitioner can invoke Section 5 of the Limitation Act to seek condonation of delay even when the delay is beyond 60 days.

23. However, the explanation furnished by the petitioner for the delay of

205 days, in my view, is most insufficient and unsatisfactory. Pertinently, the certified copy of the judgment was forwarded by the counsel for the petitioner after obtaining the same on 25.07.2013. Even according to the petitioner, it was only in the second week of October 2013 that the petitioner instructed the counsel to challenge the impugned judgment. Thus, the petitioner took its own sweet time to give instructions to the counsel and such instructions were not given during the period of limitation. The limitation for preferring the leave petition was 60 days and even if the time consumed in preparation and supply of the certified copy between 16.07.2013 and 25.07.2013 were to be excluded, the limitation expired sometime on 15.09.2013. However, instructions were given by the petitioner after nearly a month of the expiry of the period of limitation. Even after receiving instructions in the second week of October 2013 to prefer the leave petition – though the period of limitation had already expired, it appears that the leave petition was not prepared and filed for over a month. The father of the counsel suffered serious ailment on 22.11.2013. Thus, even if the delay after 22.11.2013 is taken to have been sufficiently explained due to the illness of the father of the counsel and the wife of the AR, there is no explanation furnished with regard to the delay which had already taken place upto 22.11.2013. Consequently, the application seeking condonation of delay is liable to be dismissed and is, accordingly, dismissed.

24. Since the parties have advanced detailed submissions on merits, I proceed to deal with the same even though the leave petition is liable to be dismissed as being barred by limitation. Therefore, I proceed to take on record the submissions of Mr. Mittal on the merits of the petition.

25. Mr. Mittal has submitted that the respondent had been able to raise a probable defence, which has also been taken note of in the impugned judgment. He submits that the petitioner had not disclosed any particulars of the “legally recoverable debt” claimed to have arisen. It was only in the legal notice that it was claimed for the first time that a friendly loan of Rs.12 lacs had been advanced to the accused by the respondent. No details with regard to the same had been furnished; no receipt had been produced; it was not disclosed as to how the said loan was disbursed; when it was disbursed; to whom it was disbursed, and; where it was disbursed. He submits that the accused was a stranger to the petitioner and its director. Admittedly, the director of the petitioner had met the accused only on 26.10.2009 at the time of execution of the sale deed. He submits that it is highly improbable that such a large amount of “friendly” loan would be advanced to a stranger by the director and his company without any documentation. He submits that the story of a “friendly” loan was not pursued by the petitioner either in the complaint or in its evidence. Even though it was claimed that the said liability is reflected in the audited balance sheet of the petitioner company, the same was not produced.

26. Mr. Mittal submits that since the cheque given as security to book the deal in respect of the land was not returned on 26.10.2009 when the sale deed was executed, the accused had stopped payment of the cheque on 28.10.2009. The complainant put the date of the cheque as 30.10.2009 and deposited the same on 04.11.2009. Pertinently, no notice was issued to the accused on the basis of the dishonour of the cheque at that stage. The complainant also did not raise any objection to the mutation of the land

before the revenue authorities. Even though the cheque had been dishonoured upon first presentation, there was no explanation as to why the second presentation was delayed till nearly the expiry of the period of validity of the cheque in April 2009.

27. The submission of Mr. Mittal, as recorded herein above, in my view, tantamount to a probable defence that the cheque in question had been given by the accused to the complainant as a security to book the deal in respect of the land in question. It appears rather strange that someone who is purchasing a property worth Rs.1,72,26,000/- would obtain a “friendly” loan from the seller of the property – who is a stranger. The entire sale consideration was paid at the time of execution of the sale deed. When such a large amount of Rs.1,72,26,000/- flowed from the account of the accused and his wife, it does not make sense for the accused to obtain a loan of Rs.12 lacs from the complainant. Even if one were to imagine that the accused was short of Rs.12 lacs, and the complainant was willing to accommodate the accused, the sale deed would have recorded that the balance amount of Rs.12 lacs would be payable after sometime. The averment of the petitioner in the complaint is bald and devoid of any particulars as to how the legally recoverable debt had arisen. The respondent having raised a probable defence, the presumption against the respondent stood dislodged.

28. It is well settled that the Court would not grant leave to appeal, where neither material evidence and circumstances have been ignored, nor inconsequential circumstance have been given prominence more than what is required. The Court would not grant leave to appeal where the conclusion drawn is not found to be so illogical that no person would draw the same.

Leave to appeal can be granted where, it is shown that the conclusion arrived at by the Trial Court is perverse, or there is mis application of law or any legal principle. (See *Umesh Sharma v. Raj Kumar*, CrI LP No.97/2010 decided on 19.03.2010 and *Sudesh Sharma v. State*, 2011 (3) AD (Del) 317).

29. The reasoning adopted by the learned MM certainly cannot be termed as perverse, or lacking in appreciation of evidence. Consequently, I find no merit in this petition and dismiss the same.

MARCH 09, 2015

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VIPIN SANGHI, J

